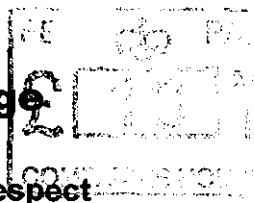


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COMPANIES FORM No. 395

Particulars of a mortgage or charge



395

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Pursuant to section 395 of the Companies Act 1985

073384/10

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number



3629907

Name of company

* Matta Consulting Limited

Date of creation of the charge

13 June 2003

Description of the instrument (if any) creating or evidencing the charge (note 2)

Debenture (the "Deed")

Amount secured by the mortgage or charge

All liabilities of Matta Consulting Limited (the "Chargor") owed or expressed to be owed to Matta Security Limited (in liquidation) ("Matta Security") whether or not originally owed to Matta Security and whether owed jointly or severally, as principal or surety or in any other capacity and whether under the sale and purchase agreement made between the Chargor and Matta Security dated 13 June 2003 or otherwise (the "Secured Liabilities").

Names and addresses of the mortgagees or persons entitled to the charge

Matta Security Limited (in liquidation) (Company No. 4235114)
Sherlock House, 73 Baker Street
London
Postcode W1U 6RD

Presentor's name address and reference (if any):

Lewis Silkin
12 Gough Square
London
EC4A 3DW

JPR/5506.59/638106.1

Time critical reference

For official Use
Mortgage Section

Post room



A47 *ANACEM2X* 0698
COMPANIES HOUSE 24/06/03

Short particulars of all the property mortgaged or charged

1. As continuing security for the payment of the Secured Liabilities, the Chargor with full title guarantee:
- (a) charged to Matta Security by way of legal mortgage all freehold or leasehold property owned by the Chargor at the date of the Deed;
 - (b) charged to Matta Security by way of equitable mortgage its interest in any freehold or leasehold property acquired by the Chargor after the date of the Deed;
 - (c) charged to Matta Security by way of fixed charge its interest in:
 - (i) all existing and future fixed assets, stock, work in progress, Intellectual Property, goodwill, contracts and debts;
 - (ii) any Investment;
 - (iii) its existing and future goodwill and uncalled capital;
 - (iv) all existing and future cash at bank;
 - (v) any money now or at any time after the date of this Deed standing to the credit of any Designated Account; and
 - (vi) any sum now or at any time after the date of this Deed received by the Chargor as a result of any order of the court under sections 213, 214, 238, 239 or 244 of the Insolvency Act 1986;

Please do not write in this margin
Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

Signed

Lewis Sither

Date

20 JUNE 2003

On behalf of [XXXXXX] [mortgagee/chargee]†

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

Particulars of a mortgage or charge (continued)

CHFP025

Please do not
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binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

Please complete
legibly, preferably
in black type, or
bold block lettering

Company Number

3629907

Name of Company

Matta Consulting Limited

~~XXXXXX~~

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

· Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete
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bold block lettering

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(d) assigned to Matta Security by way of security its interest in and the benefit of all agreements for the supply of goods or services by the Chargor entered into on or before the date of this Deed and the benefit of any guarantee or security for the performance of any of such agreements provided that if any such agreement, guarantee or security is expressed to be non-assignable then the Chargor charged to Matta Security by way of fixed charge its interest in and the benefit of it;

(e) assigned to Matta Security by way of security its interest in the Rental Income and charges to Matta Security by way of fixed charge its interest in all other Debts;

(f) assigned to Matta Security all claims and other rights of the Chargor (present and future) against or in relation to any third party including all rights and interests of the Chargor under all policies of insurance either now or in the future held by or written in favour of the Chargor or in which the Chargor is otherwise interested;

(g) charged to Matta Security by way of fixed charge all other existing and future property of the Chargor not charged or assigned by the previous paragraphs of this clause (other than the Chargor's stock-in-trade or work-in-progress).

2. As continuing security for the payment of the Secured Liabilities, the Chargor charged to Matta Security by way of floating charge with full title guarantee the whole of its existing and future undertaking and property to the extent not otherwise at any time subject to any fixed charge or assignment in favour of Matta Security.

Negative Covenants

The Chargor shall not except with the prior written consent of Matta Security:

(a) create or permit to arise or subsist any mortgage, charge, pledge or lien or any encumbrance (save liens arising by operation of law in the ordinary course of trading) or preferential arrangement over any of the goodwill, undertaking, property, assets or rights of the Chargor ranking in priority or pari passu with the security constituted by this Deed;

(b) sell, transfer, lease or otherwise dispose or purport or agree to dispose of any interest in or lend or grant any licence or other right over any property mortgaged, charged or assigned under clause 1 above or, save for market consideration in money or money's worth and in the ordinary course of the Chargor's business, dispose of any interest in or lend or grant any licence or right over any of the property charged by way of floating charge under clause 2 above;

(c) create, agree to create or allow to arise or remain outstanding any Encumbrance over any Charged Property;

(d) grant or accept a surrender of any lease, licence of or right of occupation of or part or share possession or occupation of or grant or agree to grant any option in relation to the Charged Property or any part of it;

(e) redeem or purchase its own shares or provide financial assistance for such purposes or pay an abnormal sum by way of dividend;

(f) do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the name of Matta Security's security under this Deed nor permit any person to become entitled to any proprietary right or interest which might affect the value of the property or assets of the Chargor.

(g) sell, assign, charge, discount, factor or otherwise deal with any of the Debts, or (save for minor bad debts) compound, release or do anything by virtue of which the collection and recovery of any of the Debts may be impeded, delayed or prevented;

CHFP025

Particulars of a mortgage or charge (continued)

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Continuation sheet No 2
to Form No 395 and 410 (Scot)

Please complete
legibly, preferably
in black type, or
bold block lettering

Company Number

3629907

Name of Company

Matta Consulting Limited

~~XXXXXX~~

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete legibly, preferably in black type, or bold block lettering

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Definitions

"Charged Property" means all property mortgaged, charged or assigned by this Deed;

"Debts" means all existing and future book and other debts and rights to money and income (including Rental Income), liquidated and unliquidated, owing to the Chargor including the benefit of all negotiable instruments, securities, guarantees and indemnities for such debts and rights but not including cash at bank;

"Designated Account" means any account with any bank which has been notified of Matta Security's interest in such account and has agreed in writing not to permit withdrawals from such account except with the prior written consent of Matta Security;

"Encumbrance" means any mortgage, charge, lease or assignment for the purposes of security and any other arrangement which has the effect of granting security or being a security interest arising solely by operation of law during the ordinary course of the business of the Chargor;

"Intellectual Property" means patents, petty patents, short term patents, utility models, registered designs, trade or service marks, rights in any trade, brand or business names, trading style or get-up, domain names, inventions and business methods, know-how, techniques, rights and confidential information, trade secrets, copyright (including all rights in software), design rights, moral rights, database rights, rights in any compilation of data, semi-conductor topography rights and all other intellectual property rights, whether registered or unregistered, including applications for and the right to apply for any such registrations, for the full duration of such rights in any part of the world (including any revivals, extensions or renewals thereof) and any rights of a similar nature under the laws of any jurisdiction and includes the Intellectual Property Rights as defined in the Agreement;

"Investment" means any existing and future:
(a) stock, share, bond or any form or loan capital of or in any legal entity;
(b) unit in any unit trust or similar scheme;
(c) warrant or other right to acquire any such investment and, to the extent not constituting a Debt, any income, offer, right or benefit in respect of any such investment;

"Rental Income" means all existing and future rent and other income derived from or payable in connection with any Real Property;

"Real Property" means all freehold or leasehold property forming part of the Charged Property.

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in black type, or
bold block lettering

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**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 03629907

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 13th JUNE 2003 AND CREATED BY MATTA CONSULTING LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO MATTA SECURITY LIMITED (IN LIQUIDATION) UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 24th JUNE 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th JUNE 2003.

*PO
GR*



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —